

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA12/5

TITLE: **Blacktown City Council Enterprise Agreement 2011**

I.R.C. NO: IRC12/419

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Blacktown City Council, located at 62 Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2010.

PARTIES: Blacktown City Council -&- The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Development and Environmental Professionals' Association, United Voice, New South Wales Branch



Blacktown City Council

Minimum Conditions and Benefits of Employment Agreement 2011

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1. DEFINITIONS:

- (i) **(a) Council means Blacktown City Council. This definition shall be read subject to the allocation of responsibilities as specified in the Local Government Act 1993. Council shall also mean Stanhope Leisure Centre.**
- (b) General Manager shall mean a person appointed in accordance with section 334 of the Local Government Act, 1993 to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the Local Government Act, 1993 and such other duties that council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of council.
- (c) **Reference to BCCMCBE within this agreement is to be taken as meaning the Blacktown City Council Minimum Conditions and Benefits of Employment Agreement.**
- (ii) Association means the Local Government Association of New South Wales and / or the Shires Association of New South Wales.
- (iii) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (DEPA);
- (iv) "Industry" shall mean the Local Government Service in any capacity.
- (v) "Service" shall mean continuous service with Blacktown City Council. Continuous service to be defined similarly to the provisions of BCCMCBE Agreement.
- (vi) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:
- Saturday, Sunday and shift penalties
 - disability allowances
 - tool allowances
 - on call allowance
 - first aid allowance
 - community language and signing work allowances.

Provided that subject to the exclusions below and at clauses 7(ii) and 18C(v), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

- overtime payments
 - camping allowance
 - travelling allowances
 - sewer chokes allowance
 - car allowances
 - meal allowances.
- (vii) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (viii) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.

- (ix) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (x) Complying superannuation fund has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).

2. SKILL DESCRIPTORS:

The BCCMCBE agreement structure consists of skill based bands and levels that are defined according to the following skill descriptors:

(i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

(ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(iii) **Operational Band 1, Level 3**

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator / trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) **Operational Band 1, Level 4**

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) **Administrative / Technical / Trades Band 2, Level 1**

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) **Administrative / Technical / Trades Band 2, Level 2**

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical / trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) **Administrative / Technical / Trades Band 2, Level 3**

Authority and accountability: May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and / or other administrative / trades / technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation / persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate inhouse training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) **Professional / Specialist Band 3, Level 1**

Authority and accountability: Provides specialised / technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the council, and assistance is usually available from other professional / specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional / Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional / specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(ix) **Professional / Specialist Band 3, Level 2**

Authority and accountability: Provides a specialised/technical service in the completion of work and / or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams / locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(x) **Professional / Specialist Band 3, Level 3**

Authority and accountability: Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the council.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) **Professional / Specialist Band 3, Level 4**

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) **Executive Band 4**

Authority and accountability: Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the council's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the council.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

3. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

4. RATES OF PAY:

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 2, Skill Descriptors of **the BCCMCBE agreement**.
- (ii) The rates of pay are set out in **Schedule (A) of the BCCMCBE** agreement are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) Council shall introduce a salary system to complement the skills-based structure and rates of pay of the **BCCMCBE agreement**.
- (iv) An employee's current weekly rate of pay for the purposes of the Workers Compensation Act, 1987 shall be the rate paid to the employee under the salary system.

5. SALARY SYSTEM:

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the **BCCMCBE agreement** by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 2 Skills Descriptors of the **BCCMCBE agreement**.
- (iv) Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (v) Subject to subclause (iv), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vi) Employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (vii) At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (viii) The salary system shall include a process by which employees can appeal against their assessment.
- (ix) Where a council changes its salary system structure employees shall not suffer a reduction in pay or salary range so long as any future advancement does not proceed beyond the General Manager's delegated authority with respect to the appointment of staff as it may be varied from time to time.

- (x) Employees shall have access to information regarding the grade, salary range and progression steps of the position.

6. USE OF SKILLS:

- (i) Council is committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that employee's are required to perform.
- (ii) Council may direct employees to carry out such duties that are within the limits of employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclause (x) of Clause 12 Allowances, Additional Payments and Expenses, employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

7. PAYMENT FOR RELIEF DUTIES/WORK:

- (i) An employee required to relieve in a position that is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent acting in the higher position and is not payable when the relieving employee is absent on paid leave or a statutory/agreement holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 18 Part C (v) of the **BCCMCBE agreement**.
- (iii) An employee who is required to relieve in a senior staff position, so designated under the Local Government Act, 1993, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

8. PAYMENT OF EMPLOYEES:

- (i) Employees shall be paid either weekly or fortnightly or any other period by agreement on a fixed regular pay day.
- (ii) Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

9. PERFORMANCE EVALUATION AND REWARD

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible agreement in which council can increase the overall efficiency and effectiveness of local government services.
- (ii) Council should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where council develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision eg. community satisfaction, timeliness, service quality, output and cost data;
 - (c) those indicators identified in the publication 'Comparative Information on New South Wales Local Government Councils' issued by the New South Wales Department of Local Government.
- (iv) Council shall discuss enterprise key performance indicators relating to human resources activities and / or job redesign with the consultative committee.
- (v) Employee(s) or the council may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. INDIVIDUAL / TEAM

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) The **BCCMCBE agreement** recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.
- (iv) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

C. BONUS AND ADDITIONAL PERFORMANCE PAYMENTS

- (i) Council may make available access to bonus payments or other opportunities for additional reward for those employees who have progressed through the salary system to the maximum point/step for their position.
- (ii) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

10. SALARY SACRIFICE:

- (i) Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between council and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
 - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and council shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) Council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) Council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) Council may maintain and/or enter into other salary sacrifice arrangements with employees.

11. SUPERANNUATION FUND CONTRIBUTIONS:

Subject to the provisions of the **Industrial Relations Act 1996**, council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund

12. ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES:

(i) Disability Allowances

- (a) A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the nature of duties performed by outdoor staff.

This allowance shall be paid at the rate set out in **Table 2 of Schedule A** of this agreement and shall be paid for all purposes of the agreement but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative / Technical / Trades Band 2.

Excepting staff engaged in the following functions:

- Administration
- Civic Centre, Recreation and Theatre
- Community Services
- Finance
- Garbage, Sanitary and Sullage
- Managing Saleyards
- Noxious Plant Inspection
- Ordinance Control
- Public Relations
- Supervising in Band 2
- Technical Services
- Works Supervisor

- (b) All employees classified in the Operational Band 1, of the **BCCMCBE agreement** (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in **Table 2 of Schedule A** of the **BCCMCBE agreement**. This allowance shall be paid for all purposes of the **BCCMCBE agreement** but shall not attract any penalty.

The disability allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

(ii) **Sewer Chokes**

Employees clearing sewer chokages shall be paid at the rate set out in **Table 2 of Schedule A of the BCCMCBE agreement** whilst so engaged.

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages from sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable.

For the purposes of this subclause, a *sewer choke* shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance shall not be paid in addition to the sewerage treatment works allowance at subclause 12(iv) of this agreement.

(iii) **Septic Tanks**

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(iv) **Sewerage Treatment Works**

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) **Employee Providing Tools**

(a) Where the employee and council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

	Per Week \$
Bricklayer	Table 2 of Schedule A
Carpenter and Plumber	Table 2 of Schedule A
Metals and Mechanical Trades	Table 2 of Schedule A
Painter and Signwriter	Table 2 of Schedule A
Plasterer	Table 2 of Schedule A

(b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

(c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

(d) Compensation of Tools - Council shall reimburse the employee to a maximum per annum as set out in **Table 2 of Schedule A** for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(e) Provided for the purposes of this clause: -

- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
- (2) The employee shall, if requested to do so, furnish council with a list of tools so used;
- (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (4) The employee shall report any theft to the police prior to making a claim on council for replacement of stolen tools.

(vi) Telephone

Where an employee and council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee, council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on council's behalf.

(vii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by council and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between council and the employee. Travelling arrangements shall be agreed between council and the employee.

(viii) Car Allowances

- (a) Where by agreement an employee supplies a car, the allowance to be made for the use and depreciation of such vehicle shall be:

	Kilometres travelled each year on official business - cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Schedule A
2.5 litres (nominal engine capacity) and over	Table 2 of Schedule A

- (b) Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in **Table 2 of Schedule A**. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.

- (c) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (b).
- (d) Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

(ix) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and / or finish at a location away from council's depot, workshop or other agreed starting point.
- (b) For the purposes of this subclause "normal starting point" shall mean:
 - (1) Council workshop or depot;
 - (2) Council office or building to which the employee is usually assigned;
 - (3) any other agreed starting and / or finishing point.
- (c) Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 29 Grievance and Dispute Procedures, shall apply.
- (d) An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as under:

Where the employee works at a distance from the employee's residence greater than:

3km but not more than 10km	<u>Table 2 of Schedule A</u>
More than 10km but not more than 20km	<u>Table 2 of Schedule A</u>
More than 20km but not more than 33km	<u>Table 2 of Schedule A</u>
More than 33km but not more than 50km	<u>Table 2 of Schedule A</u>
Plus (See Table 2 of Schedule A) for each additional 10km in excess of 50kms.	<u>Table 2 of Schedule A</u>

- (e) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the council by which they are employed.
- (f) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (g) Where transport is provided by council the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.

- (h) Where council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	<u>Table 2 of Schedule A</u>
2.5 litres (nominal engine capacity) and over	<u>Table 2 of Schedule A</u>

Such car allowance shall be paid in addition to travelling allowances provided by this subclause.

- (i) This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- (j) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 29 of the **BCCMCBE agreement** shall be applied.
- (k) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- (l) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (m) Employees working under the former Municipal and Shire Council Wages Staff Award published on 8th December 1982, (notwithstanding that custom & practice applying these provisions to existing employees as at date of this agreement will be preserved), shall receive travelling allowances as follows:-
- (i) Any employee required on any working day to work at a location other than Council's Depot in Station Street, Rooty Hill shall be paid a flat rate of \$2.31 per day to cover travelling time. (Amount to be varied in accordance with Award, or applicable State Wage case variation).
 - (ii) Employees who commenced employment prior to the effective date of this agreement shall if working in Council's Depot in Station Street, Rooty Hill, be paid travelling allowances as prescribed in Subclause (vi) of Clause 8 of the Local Government (State) Award, 1997. This allowance shall not apply for any employees who commence their employment with Council after the effective date of this agreement, however, this does not prevent an employee from claiming a travel allowance if provided for elsewhere in this Agreement.
 - (iii) Drivers and operators of plant (including graders and mowers) will be paid, in addition to any entitlements to travelling allowance twenty minutes each day

at overtime rates to enable the vehicles to be brought back to the Depot after normal working hours.

All employees including Leading Hands and Working Gangers who are responsible for the custody and putting away of tools after normal working hours, will be paid a flat rate of one quarter of an hour each day at overtime rates.

Salaried Staff:

- (a) In respect of Salaried Staff, Travelling Allowances shall be paid in accordance with the **BCCMCBE Agreement** where an employee is required to provide his/her own transport or, alternatively, may be supplied with a vehicle by the Council for which a lease-back fee is payable weekly, such fee to be set from time to time, provided that the Council may give notice in accordance with the Award to vary this as the circumstances warrant.
- (b) Travelling Allowance at a flat rate of \$2.31 per day to be paid to Plant Foreman and Storekeeper. (Amount to be varied in accordance with Award, State Wage Case Decisions as applicable).

(x) **Community Language, Signing and First Aid Work**

(a) Community Language and Signing Work

- (1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in **Table 2 of Schedule A**. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (3) Such employees convey straightforward information relating to council services, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (4) Such employees shall record their use of a community language according to council established policy.

(b) First Aid Work

Where an employee is required by council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the council, the employee shall be paid an allowance in addition to the weekly rate, as set out in **Table 2 of Schedule A**.

(c) Additional Skills Criteria

- (1) Where an employee is required by council to use community language or first aid skills in the performance of their duties:
 - Council shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency

- The employee shall be prepared to be identified as possessing the additional skill(s)
 - The employee shall be available to use the additional skill(s) as required by council.
- (2) Such training shall form part of a council's training plan and budget, in accordance with the requirements of Clause 25 of this agreement

(d) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the **BCCMCBE agreement** was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xi) **Service Payment**

(i) Employees engaged prior to the signing of the 1998 Enterprise Agreement, in addition to the minimum rates of wages prescribed by the said Award or any Award varying or replacing the same, the Council shall pay as wages to:

(a) Each existing employee who has completed or who, subsequent to the date of making of Agreement No. 7045 and who completes six month's service, shall be paid the sum of one dollar per week.

(b) Each existing employee who has completed or who, subsequent to the date of making the above Agreement, completes twelve months service, shall be paid the sum of one dollar per week above the rate prescribed in subclause (a) of this clause.

(c) Each existing employee who has completed or who, subsequent to the date of making the above Agreement, completed two years service, shall be paid the sum of one dollar per week above the rates prescribed in subclause (a) and (b) of this clause.

(d) Each existing employee who has completed or who, subsequent to the date of making the above Agreement, completed five years service, shall be paid the sum of one dollar per week above the rates prescribed in subclause (a), (b) and (c) of this clause. (e) The provisions of paragraphs (i) (a), (b), (c) and (d) of this clause shall not apply to employees employed after the date of signing this agreement.

(ii) An over award payment shall be made of \$1.50 per week commencing from year 1982, an additional 50 cents per week for the next year and \$2 per week each year of satisfactory service thereafter reaching \$10.00 after six years then an additional amount of \$1.00 per week after ten years service, for each year of satisfactory service for the next five years reaching a maximum of \$15.00 at fifteen years of satisfactory service; subject, however to such payments being indexed in accordance with C.P.I. variations each year commencing from year 1982.

i.e.,	1982	-	\$1.50 per week (i.e. first year of service)
		-	\$2.00 per week for next year of service
	then up to 6 years	-	increasing at a rate of \$2.00 per week per year up to a maximum of \$10.00 per week.
	6 to 10 years	-	no increase
	10 to 15 years	-	An extra \$1.00 per week per year in Addition to the above building up to an maximum of \$15.00 per week at year 15.

But subject to C.P.I. Indexation. (Base year 1982)

This Subclause shall apply to all employees engaged prior to the date of signing this agreement.

- (iii) Employees engaged prior to the signing of the 1998 Enterprise Agreement and continuously employed thereafter, shall be entitled to the option of \$9 per week in addition to the entitlements of the former, or new salary systems, whichever provides the best result, or alternatively the provisions of Clause 3.17, part 3.17.1, sub clause (vi).
- (iv) All payment due under this clause shall be applied for all purposes e.g. overtime etc.

(xii) Meal Allowance

A meal allowance set out in **Table 2 of Schedule A** shall be paid to employees instructed to work overtime:

- (a) for two hours or more prior to their agreed commencing time, or
- (b) for two hours immediately after their agree finishing time and after subsequent periods of four hours, or
- (c) after each four hours on days other than ordinary working days provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

(xiii) Civil Liability - Engineering Professionals

- (a) Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the council, an employee who is an engineering professional:

- (1) is directly involved in applying engineering principles to the Asset Management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
- (2) such assets may give rise to liability under the Civil Liability Act 2002

shall be paid an allowance in addition to the weekly rate, as set out in **Table 2 of Schedule A**.

- (b) The provision in (a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the award was varied to give effect to this clause.

(xiv) Mechanics' Allowance

- (a) A mechanics' allowance set out in Table 2 Schedule A shall be paid to nominated mechanics holding appropriate certificates and qualifications for the carrying out of inspection of Council vehicles for registration and disposal under the provisions of the appropriate legislation.
- (b) The relevant Director shall be authorised to increase the complement of mechanics authorised to carry out such inspections depending on demand and to authorise payment.

(xv) **Certificates and Licences**

- a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the **BCCMCBE agreement** is required by council to hold a WorkCover NSW approved certificate or licence the council shall reimburse the employee for the cost of such certificate or licence.
- b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the **BCCMCBE agreement** is required by council to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the council shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.

(xvi) **Accreditation of Council employees by the Building Professionals Board**

Where an employee is required by council to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the Council shall:

- (a) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
- (b) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 25, Training and Development, of the **BCCMCBE agreement**.

13. MOTOR VEHICLE LEASEBACK:

A. GENERAL

- (i) The parties to this agreement recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.
- (ii) A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.
- (iii) Factors to consider when determining whether a leaseback vehicle is a condition of an employee's employment include:
 - Whether the vehicle was offered as an incentive to attract and/or retain the employee; and
 - The period that the employee has had access to a leaseback vehicle.

B. TERMINATION OF LEASEBACK VEHICLE ARRANGEMENT

- (i) Condition of employment – Unless otherwise provided in this clause, where council and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (ii) Not a condition of employment – Unless otherwise provided, where a council and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the council shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was

entered into prior to 1 November 2010, the council shall give a minimum of 12 months notice to terminate the agreement.

- (iii) Other – A council may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the council that does not include access to a leaseback vehicle.

C. VARIATION OF LEASEBACK VEHICLE ARRANGEMENTS

- (i) Variations to leaseback arrangements – Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fee shall be referred to Council's Consultative Committee in accordance with Clause 26 of this Award.
- (ii) (a) The calculation of weekly contribution rates will be based on the Sydney Consumer Price Index for the preceding 12 month period, and rates shall vary from the 1st November each year.
- (b) Should management consider it necessary to increase contribution rates by an amount in excess of that derived from the calculation based on the CPI increase, then that additional amount shall be the subject of consideration by an Internal Committee comprised of 3 management representatives and 3 staff representatives, who shall consider the matter and report to the General Manager, who, upon making a decision regarding the increase of the rate, shall communicate with staff. The decision will not come into effect until 30 days after that communication.
- (iii) Variations in hours of work and/or extended periods of absence – Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause c (ii) above shall not apply. In the absence of agreement, Clause 29, Grievance and Disputes procedures, shall apply.

14. RESIDENCE:

Where an employee is supplied by council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between council and the employee. The rental value as agreed may be deducted from the pay of the employee.

15. HOURS OF WORK:

A. ORDINARY HOURS

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:
- 38 hours within one week provided that at least two days off shall be granted; or
 - 76 hours within two weeks provided that at least four days off shall be granted; or
 - 114 hours within three weeks provided that at least six days off shall be granted; or
 - 152 hours within four weeks provided that at least eight days off shall be granted.
- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:

- Administration;
- Building Surveying;
- Community Services (Professional/Specialist Band 3);
- Engineering (Professional and Trainees);
- Executive Band;
- Finance;
- Health Surveying;
- Library;
- Public Relations;
- Technical Services; and
- Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

- 35 hours within one week provided that at least two days off shall be granted; or
- 70 hours within two weeks provided that at least four days off shall be granted; or
- 105 hours within three weeks provided that at least six days off shall be granted; or
- 140 hours within four weeks provided that at least eight days off shall be granted.

- (iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- (iv) The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
- (a) Building Surveyors;
Crematoriums and Cemeteries;
Engineering (Professional and Trainees);
Finance;
Health Surveyors;
Road Construction and Maintenance;
Sale Yards;
Stores and Depots;
Town Planning; and
Trade functions.
- (b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.
- (v) An employee's commencement and/or finishing times may be altered by agreement or by the council with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:
- the employee's personal circumstances including any family and carer responsibilities; and
 - the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least **four** weeks prior to the proposed alteration the council shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least **two** week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 29, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.

- (vi) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.
- (vii) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.
- (viii) Notwithstanding that parties may agree to establish agreement on arrangement of regular hours of work. Flexibility in arranging hours of work for seven (7) days of the week in work cycles appropriate to the needs of the workplace may be progressed by agreement between the parties.

B. SATURDAY AND SUNDAY WORK

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:
 - Beach inspectors;
 - Cleaning;
 - Garbage;
 - Mechanical Trades (Workshops);
 - Parks and Reserves;
 - Rangers and parking officers;
 - Sanitary;
 - Sewerage;
 - Sullage;
 - Waste; and
 - Water
- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) Council will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council shall not be required to pay the penalty rate provided by sub-clauses (i) and/or (ii).

C. SHIFT WORK

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this sub-clause.

- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the higher disability allowance provided under clause 12(i)(b) of this agreement shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by sub-clause (i).
- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 15C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
- (b) Council will not unreasonably withhold agreement to such a request;
- (c) Any such agreement shall not apply to new or vacant positions;
- (d) Where an employee requests to work ordinary hours outside the relevant span of hours Council shall not be required to pay a shift penalty for the actual time worked.

D. FACILITATIVE PROVISIONS

- i) Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

16. OVERTIME

A. GENERAL

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.

(iv) Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.

(v) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

This subclause shall not apply to employees who are on call or called back to work in accordance with the **BCCMCBE agreement** unless such employees are required to work:

- for four hours or more, or
- on consecutive days without having had a ten hour break, or
- on more than one occasion during the day outside of the four hour period.

(vi) Where there is prior agreement between council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This sub-clause shall not apply to employees who are on call or called back to work.

(vii) Employees classified in the Executive Band 4 of the **BCCMCBE agreement** may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this sub-clause, an employee who is required to attend meetings of council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

(viii)

(a) Subject to paragraph (b), council may require an employee to work reasonable overtime at overtime rates.

(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:

- any risk to the employee;
- the employee's personal circumstances including any family and carer responsibilities;
- the needs of the workplace;
- the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
- any other matter.

B. ON CALL

(i) For the purposes of the **BCCMCBE agreement**, an employee shall be deemed to be on-call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.

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- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
 - (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 15, Hours of Work shall be paid an on call allowance at a rate set out in **Table 2 of Schedule A** of this agreement for each such day the employee is required to be on call.
 - (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in **Table 2 of Schedule A** of the **BCCMCBE agreement** for each such day the employee is required to be on call.
 - (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in **Table 2 of Schedule A** of the **BCCMCBE agreement** for any one week.
 - (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work.
 - (vii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement Council may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

C. CALL BACK

- (i) For the purposes of the **BCCMCBE agreement**, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i), shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.
- (iii) Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

17. HOLIDAYS:

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Straight Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall

provide council with at least seven (7) days notice of their intention to take the holiday in accordance with this subclause.

- (iii) Where any of the holidays prescribed by the **BCCMCBE agreement** fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by the **BCCMCBE agreement**, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of the **BCCMCBE agreement** employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by the **BCCMCBE agreement**, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

B. UNION PICNIC DAY

- (i) Union Picnic Day shall for the purposes of the **BCCMCBE agreement** be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).
- (ii) The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.

18. LEAVE PROVISIONS:

A. SICK LEAVE

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions: -
 - (a) the council shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) that the illness or injury does not arise from engaging in other employment; and
 - (c) proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days.

- (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
 - (e) where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
 - (iii) The council may require employees to attend a doctor nominated by council at council's cost.
 - (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
 - (v) Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the BCCMCBE agreement at the time of transfer.
 - (vi) Where an employee has had 10 years' service with the present council and the sick leave entitlement as prescribed has been exhausted, council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
 - (vii) Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.
 - (viii) Where an employee had an entitlement under awards rescinded and replaced by this agreement for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply:
 - (a) In the event of the termination of service of an employee on account of ill health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the Workers Compensation Act, 1987.
 - (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with Clause 14 of Schedule 4 of the Industrial Relations Act (NSW) 1996.

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iv)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 18 Part A, Sick Leave of the **BCCMCBE agreement**, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii)
- a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - b) Where more than ten days sick leave in any year is to be used for caring purposes, council and the employee shall discuss appropriate arrangements which, as far as practicable, take account of council's and employee's requirements.
 - c) Where the parties are unable to reach agreement, the grievance and disputes procedures at Clause 29 of the **BCCMCBE agreement**, should be followed.
- (iii) In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iv) The Council may require the employee to provide proof of the need for carer's leave as follows:
- (a) Less the 10 days- Where less than ten days' sick leave in any year of service is sought to be used for caring purposes the council may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) More than 10 days – Where more than ten days' sick leave in any year of service is sought to be used for caring purposes the council may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) Establish by production of documentation acceptable to council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (v) The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including

- half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- (a) 'relative' means a person related by blood, marriage or affinity;
- (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (c) 'household' means a family group living in the same domestic dwelling.
- (vi) An employee may elect, with the consent of council, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (v)(b) above who is ill or who requires care due to an unexpected emergency.
- (vii) An employee shall, wherever practicable, give the council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (viii) Carer's Entitlement for Casual Employees
- a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vi) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (iv)(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of council to engage or not to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 16 Part A of the **BCCMCBE agreement** for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (x) Make-up time: An employee may elect, with the consent of the council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the **BCCMCBE agreement**, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (v) above. Such leave shall be taken in accordance with

Clause 18 Part C, Annual Leave and Clause 18 Part L, Leave Without Pay of the **BCCMCBE agreement**.

C. ANNUAL LEAVE

- (i) Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to council and the employee.
- (ii) Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave
 - (b) a period of annual close-down of up to and including 4 weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
 - (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
 - (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
 - (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (iii) Payment to an employee proceeding on annual leave shall be made by council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
 - (iv) On resignation or termination of employment, the council shall pay to the employee:
 - (a) their ordinary rate of pay for all untaken leave credited for completed years of service, and
 - (b) for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.
 - (v) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the

average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

D. LONG SERVICE LEAVE

- (i) (a) An employee of council shall be entitled to Long Service Leave at the ordinary rate of pay as follows: -

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(ii)

- a) An employee who is entitled to long service leave may, with the consent of Council, take long service leave:
1. On full pay; or
 2. On half pay; or
 3. On double pay.
- b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
1. A period of leave on full pay- the number of days so taken; or
 2. A period of leave on half pay- half the number of days so taken; or
 3. A period of leave on double pay- twice the number of days so taken
- c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
1. A period of leave on full pay- the number of days so taken; or
 2. A period of leave on half pay- half the number of days so taken; or
 3. A period of leave on double pay- the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

(iii)

- (a) Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.

- (b) Payment to an employee proceeding on long service leave shall be made by council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iv)
 - (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.
 - (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.
- (v) For the purpose of this clause, service shall include the following periods: -
 - (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.
 - (b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
 - (c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.
- (vi) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.
- (vii) When an employee transfers from one council to another, the former council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s). A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.
- (viii) Council upon having received under subclause (vii) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.

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- (ix) Long service leave shall be **exclusive of annual leave and any other holidays as prescribed by Clause 17, Holidays of the BCCMCBE agreement**, occurring during the taking of any period of long service leave.
- (x) When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (xi) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

E. PARENTAL LEAVE (GENERAL)

Relationship with Federal legislation- Clauses 18E, 18F, 18G and 18I of this agreement shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and
- (ii) the Paid Parental Leave Act 2010 (Cth).

Note: Division 5 of the Fair Work Act 2009 (Cth) relates to:

- Unpaid parental leave, including unpaid adoption leave
- Unpaid special maternity leave
- Transfer to a safe job and no safe job leave.

F. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

Requests for flexible working arrangements

- (i) Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act 2009*, shall apply.
- (ii) An employee, other than a casual, entitled to parental leave may request council to allow the employee to return to work from a period of parental leave on a part-time basis, until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
- (iii) To assist the employee in reconciling work and parental responsibilities:
- a Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or council's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - b Employee's request and council's decision to be in writing: The employee's request and council's decision made under this section 18F must be recorded in writing.
 - c Request to return to work part-time: Where an employee wishes to make a request under subclause (ii)(a) above, such a request must be made as soon as possible, but no less than seven weeks prior, to the date upon which the employee is due to return to work from parental leave.

G. PAID PARENTAL LEAVE

- (i) **Definitions** – in this clause:
- a) PPL instalments shall mean instalments paid during the paid

parental leave period under the Paid Parental Leave Act 2010 (Cth).

- b) parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. A casual employee's ordinary pay shall be calculated by averaging the employee's ordinary time earnings in the 12 months immediately prior to the employee commencing paid parental leave.

(ii) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the Paid Parental Leave Act 2010 (Cth).

(iii) Entitlement to parental leave make-up pay

- a) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- b) The period of parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. For the avoidance of doubt, superannuation is calculated on the full parental leave payment (i.e. the employee's ordinary rate of pay inclusive of PPL instalments).
- c) Requalification period – An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

(iv) Employee's right to choose

- a) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 18F, Paid Maternity Leave, of the Blacktown City Council Enterprise Agreement 2009, may elect to receive paid maternity leave and / or paid special maternity leave of 16 weeks at full pay or 32 weeks at half pay, in lieu of the entitlement to parental leave makeup pay under this Agreement, provided that the requalification period in subclause (iii) above shall apply.
- b) This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

(vi)

- (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.
- (b) Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- (c) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- (d) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

- (vii) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.

- (viii) Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- (ix) Notice of intention to take paid maternity leave the employee must:
- provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
 - advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
 - provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (x) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.
- (xi) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

H. PAID ADOPTION LEAVE

(i) **Eligibility**

This clause applies to an employee who is entitled to adoption-related leave under the Fair Work Act 2009 (Cth).

(ii) **Pre-adoption Leave**

- (a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the Fair Work Act 2009 (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.
- (b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

(1) single continuous period of up to 2 days; or

(2) any separate periods to which the employee and council agree.

(iii) **Adoption Leave**

- (a) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.
- (b) Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

- (c) This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.
- (iv) Notice of intention to take paid adoption leave the employee must:
- provide council with evidence of the adoption at least 10 weeks, or as much notice as reasonably practicable in the circumstances, before the start date of the adoption leave. This is known as the first notice.
 - advise council in writing of her intention to take paid adoption leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
 - provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid adoption leave will not be taken in conjunction with any partner accessing paid adoption leave entitlements.

I. CONCURRENT PARENTAL LEAVE

An employee, other than a casual, who is a supporting parent shall be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting concurrent parental leave.

J. OTHER PAID LEAVE

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

A council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

(iii) Union Conference Leave

Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that the council's operational requirements are met and the union notifies council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

(iv) Christmas Leave

All employees shall in addition to their normal annual holidays whether granted pursuant to an Award, Agreement or contract of employment, be entitled to three days on full pay between Boxing Day and New Year's Day each year.

Employees who are on leave or who are required to work during this period shall be entitled to receive the extra three days as leave in lieu.

(v) **Study Leave**

Entitlements shall be in accordance with Council's Policy.

Up to four (4) hours leave with pay each week may be approved by the General Manager subject to the applicant complying with the following requirements;

- (i) The application is for the purpose of attending a Certificated course or Tertiary Qualification at a Technical College or College of Advanced Education or University. Such Course to be directly related to their then present occupation.
- (ii) Clause (v)(i) shall also apply to indentured apprentices, qualified tradesmen, and Trainee Health Surveyors.
- (iii) The application is for a Tertiary Course being conducted by an education establishment under the Department of Education or allied thereto or a recognised University or College of Advanced Education and must be related to the position the employee holds with Council.
- (iv) Where leave in excess of four (4) hours is required to attend lectures during normal working hours, such additional time shall be taken in accordance with "Flexi time" hours.
- (v) All time required to attend examinations of the approved Course shall be granted as leave with pay. Further, if the examination is in the afternoon or evening, the morning or the afternoon respectively, before such examination shall be granted as Leave with Pay.

K. BEREAVEMENT LEAVE

(i)

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to council of such, the employee shall be granted four days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and

(3) 'household' means a family group living in the same domestic dwelling.

(ii) **Bereavement Entitlements for Casual Employees**

- a) Subject to providing satisfactory evidence to council, casual employee's are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in sub-clause (i) paragraphs (a)-(e) of clause 18, Part K, Bereavement Leave.
- b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 96 hours (i.e. four days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual employee are otherwise not affected.

L. LEAVE WITHOUT PAY

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

M. SPECIAL LEAVE

- (i) Special leave of two days in any one year with pay shall be granted to an employee by the General Manager in the case of serious injury or sickness of a relative of the employee (as listed below):
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and

- (3) 'household' means a family group living in the same domestic dwelling.
- (ii) A statutory declaration under the Public Oaths Act, Doctor's Certificate or a statement in a newspaper shall be deemed as sufficient proof that the leave is necessary.
- (iii) Where an employee has urgent personal business they may be granted one half day with pay subject to approval by the General Manager.
- (iv) Employees shall be entitled to Special Leave with pay up to four hours to attend funerals of work colleagues, the number of persons to attend on such occasions are at the discretion of the General Manager.

N. UNION MEETINGS

- (i) In addition to the Annual General Meeting being a paid meeting, a half yearly meeting will be paid for at the rate of half pay.

19. FLEXIBILITY FOR WORK AND FAMILY RESPONSIBILITIES:

- (i) Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- (ii) Flexible work and leave arrangements include but are not limited to:
 - (a) make up time
 - (b) flexi time
 - (c) time in lieu
 - (d) leave without pay
 - (e) annual leave
 - (f) part-time work
 - (g) job share arrangements
 - (h) variations to ordinary hours and rosters
 - (i) purchased additional annual leave arrangements
 - (j) arrangements to accommodate breastfeeding women.
- (iii) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

20. PHASED RETIREMENT

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
 - (a) Part-time work;
 - (b) Flexi time;
 - (c) Leave without pay;
 - (d) Job sharing arrangements;
 - (e) Variations to ordinary hours and rosters;
 - (f) Job redesign; and
 - (g) Purchased additional annual leave arrangements.

- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either council or the employee.

21. PART-TIME EMPLOYMENT:

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 15 Hours of Work of the **BCCMCBE agreement**.
- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with the **BCCMCBE agreement**
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 15, Hours of Work of the **BCCMCBE agreement**, the provisions of Clause 16, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the **BCCMCBE agreement** on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

22. CASUAL EMPLOYMENT:

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 15 Hours of Work.

- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by Clause 15B. The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at clause 15C(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to clause 16A(viii)(c), a casual employee will not be offered to work overtime in a position held by an employee of Council, if such employee is available to work overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 15, Hours of Work.
- (vi) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five (25%) percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the agreement.
- (vii) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under council's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (viii) A casual employee shall not replace an employee of council on a permanent basis.
- (ix) Carer's entitlements shall be available for casual employee's as set out in sub-clause (vii) of Clause 18, Part B of the **BCCMCBE agreement**.
- (x) Bereavement entitlements shall be available for casual employees as set out in sub-clause (ii) of Clause 18, Part K of this Agreement.

23. JOB SHARE EMPLOYMENT:

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 15, Hours of Work of the **BCCMCBE agreement**.
 - (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)

- (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 15, Hours of Work of the **BCCMCBE agreement** the provisions of Clause 16, Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of the **BCCMCBE agreement** including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by council.

24. JUNIOR AND TRAINEE EMPLOYMENT:

A. GENERAL

- (i) The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. JUNIOR EMPLOYMENT

- (i) The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).
- (ii) A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- (v) In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. SCHOOL BASED APPRENTICES

- (i) The object of Part D of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
- (ii) The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 or 35 in accordance with Clause 15 Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iv) School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) The objective of Part E of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
 - (b) The system is neither designed nor intended for those who are already trained and job ready.

- (c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this award.
- (ii) Except as in hereinafter provided, all other terms and conditions of the **BCCMCBE agreement** shall apply.
- (iii)
 - (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with the **BCCMCBE agreement** and shall not operate unless this condition is met.
 - (b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- (iv) Council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (v) Council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (vi) Training shall be directed at:
 - (a) the achievement of key competencies required for successful participation in the workplace and / or
 - (b) the achievement of competencies required for successful participation in an industry.
- (vii) Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- (viii) Part E of this clause does not apply to apprentices.
- (ix) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by the **BCCMCBE agreement**, except in relation to ATS or CST trainees who commenced a traineeship with the council before the council was bound by the **BCCMCBE agreement**.
- (x)
 - (a) Trainees shall not displace existing employees from employment.
 - (b) Trainees shall only be engaged in addition to existing staff positions and employment levels.
 - (c) The provisions of subclause (b) above do not apply to the employment of Indigenous trainees.
- (xi) A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- (xii)

- (a) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- (b) Where the council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (xiii) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xiv) The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- (xv) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this award or any other legislative entitlements.
- (xvi) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in **Table 1 of Schedule A**, Traineeship Rates, of this agreement.
 - (b) The trainee wage rates contained in this agreement are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

25. TRAINING AND DEVELOPMENT:

- (i) The parties to the **BCCMCBE agreement** recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - (c) removing barriers to the utilisation of skills in accordance with councils' training plans.
- (ii) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (a) be consistent with council's training plan
 - (b) enable employees to acquire the range of skills they are required to apply in their positions
 - (c) enhance employees' opportunities for mobility through councils' organisation structures, through participation in councils' training plans.
- (iii) Training Plan and Budget
 - (a) Council shall develop a training plan and budget consistent with:

- (1) the current and future skill requirements of the council.
 - (2) the size, structure and nature of the operations of the council.
 - (3) the need to develop vocational skills relevant to council and the Local Government industry.
- (b) In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
 - (c) The training plan shall be designed in consultation with the consultative committee.
 - (d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
 - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by council to undertake training in accordance with council's training plan:
- (a) Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which council will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- (vi) Development of a Competency Based Training System.
- (a) The parties to the **BCCMCBE agreement** are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.

- (b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- (1) that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
 - (2) that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
 - (3) that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
 - (4) that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

26. CONSULTATIVE COMMITTEES:

A. AIM

The parties to the **BCCMCBE agreement** are committed to consultative and participative processes. Council shall establish, and properly maintain, a consultative committee, which shall meet regularly and which shall:

- (i) provide a forum for consultation between council and its employees;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i)
 - (a) The size and composition of the consultative committee shall be representative of council's workforce and agreed to by council and the local representatives from the following unions: USU; depa; and the LGEA and such agreement shall not be unreasonably withheld.
 - (b) The consultative committee shall be established in accordance with Blacktown City Council's Consultative Committee constitution.
 - (c) Management representative(s) on the consultative committee shall be nominated by council.
- (ii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee.

C. SCOPE OF CONSULTATIVE COMMITTEES

- (i) The functions of the consultative committee shall include but not be limited to:
 - (a) **BCCMCBE agreement** implementation
 - (b) training

- (c) consultation with regard to organisation restructure
- (d) job redesign
- (e) salary systems
- (f) communication and education mechanisms
- (g) performance management systems
- (h) changes to variable working hours arrangements for new or vacant positions
- (i) local government reform
- (j) proposed variations to leaseback vehicle arrangements
- (k) Consultation with regard to the appointment of staff on a fixed term basis, where that appointment contemplates retention against a role or function other than a role or function for which Council has an established position description and placement within the salary system.

D. MEETINGS AND SUPPORT SERVICES

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- (ii) Potential problems should be identified and resolved at the local level. Failing this, the matter should in the first instance be referred to the **Award/Agreement Implementation Committee**, and if necessary, resolved in accordance with Clause 29, Grievance and Dispute Procedures set out in the **BCCMCBE agreement**.
- (iii) The consultative committee shall adopt a constitution which shall include, but not be limited to, the election of a chairperson and secretary, meeting frequency, support services, access to information and communication with constituents.
- (iv) All members of the consultative committee should undergo appropriate training and education to effectively understand and participate in the consultative committee.

27. APPOINTMENT AND PROMOTION:

- (i) When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This subclause applies to the appointment of any employee where the term or terms of employment are for more than 12 months in any period of 2 years.
- (ii) When the decision is being made to appoint a person to a position:
 - (a) only a person who has applied for an appointment to the position may be selected; and
 - (b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- (iii) The merit of the persons eligible for appointment to a position is to be determined according to:

- (a) the nature of the duties of the position; and
- (b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- (iv) Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.
- (v) Subclauses (i), (ii) and (iii) of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless council decides that those subclauses are to apply to the appointment.
- (vi) If a position within the organisation structure of council is vacant or the holder of such a position is sick or absent, council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

28. TERM CONTRACTS:

- (i) Council may employ a person on a term contract of employment in the following situations:
 - (a) for the life of a *specific task or project* that has a definable work activity, or
 - (b) to perform the duties associated with an *externally funded position* where the length of the employment depends on the length of the funding, or
 - (c) to perform the duties associated with a *vacant position* until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) to *temporarily replace* an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
 - (e) to undertake training and work as part of an *apprenticeship, traineeship or student work experience program* in conjunction with an education institution, or
 - (f) to trial a *new work area*, provided that the duration is not longer than is reasonably necessary to trial the new work area, or
 - (g) to perform the duties associated with a vacant position during the intervening period *between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects* on the employment in the vacant position and the date that the changes are implemented;
 - (h) to accommodate *time limitations imposed by law or sought by the employee* (e.g. visa restrictions).
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 November 2010 may continue until the expiry of their fixed or maximum term.

29. GRIEVANCE AND DISPUTE PROCEDURES:

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.

- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

30. DISCIPLINARY PROCEDURES:

A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, Council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) Council shall not unreasonably refuse an application for paid leave under this provision.
 - (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and/or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 32 Termination of Employment of the **BCCMCBE agreement**.
- (v) Be entitled to request the presence of a union representative at any stage.

C. PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. PENALTIES

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

31. OCCUPATIONAL HEALTH AND SAFETY:

A. OBJECTIVE

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

B. ACCOMMODATION AND SHELTER

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Occupational Health and Safety Act and Regulations.

C. SPECIFIC PROVISIONS

- (i) Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- (iii) Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- (iv) The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- (v) Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- (vi) Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- (vii) No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.

- (viii) Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.
- (ix) In the case of extreme and unusual weather conditions which could be assessed as hazardous council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

D. LABOUR HIRE AND CONTRACT BUSINESSES

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to a council for the purpose of such staff performing work or services for that other council.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that council's own employees.
- (ii) Any Council which engages a labour hire business and/or a contract business to perform work wholly or partially on the Council's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause D is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

32. TERMINATION OF EMPLOYMENT:

- (i) An employee shall give to council 2 weeks' notice of their intention to terminate their employment. If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under the **BCCMCBE agreement**.
- (ii) Council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) In cases of serious misconduct, council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 33, Workplace Change and Redundancy, of the **BCCMCBE agreement**.

33. WORKPLACE CHANGE AND REDUNDANCY:

- (i) **COUNCIL'S DUTY TO NOTIFY**
 - (a) Where council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the **BCCMCBE agreement** makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(ii) COUNCIL'S DUTY TO DISCUSS CHANGE

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.
- (c) For the purposes of the discussion, the council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(iii) DISCUSSION BEFORE TERMINATION

- (a) Where council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, council shall hold discussions with the employee directly affected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (c) For the purposes of the discussion, council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that council shall not be required to disclose confidential information the disclosure of which would adversely affect council.

(iv) NOTICE TO CENTRELINK

Where a decision has been made to terminate employees, council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(v) NOTICE OF TERMINATION

- (a) Five weeks' notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

- (1) Three (3) months' notice of termination or
- (2) Payment in lieu of the notice in paragraph 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) Notice or payment of notice under this paragraph shall be deemed to be service with council for the purposes of calculating leave entitlements under the **BCCMCBE agreement**.

(vi) **REDUNDANCY PAY**

- (a) This subclause shall apply where an employee is terminated due to redundancy. Council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following:

COMPLETED YEARS OF SERVICE WITH COUNCIL	<i>ENTITLEMENT</i>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by council the employee shall provide proof of attendance at an interview.
- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12

months from their termination of service with council or until the employee secures alternative employment, whichever is the sooner.

- (x) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under the **BCCMCBE agreement**. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) Nothing in the **BCCMCBE agreement** shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by the **BCCMCBE agreement**.
- (xv) Subject to an application by council and further order of the Industrial Relations Commission of New South Wales, council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

34. COMPETITIVE TENDERING:

- (i) Competitive tendering is the calling of tenders by council for the provision of service(s) that are currently being performed by council employees where council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- (ii) Prior to making a decision to competitively tender a service, council shall notify and consult with the relevant union(s) which have members likely to be effected by the decision.
- (iii)
 - (a) Where council makes a definite decision to competitively tender a service council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.
 - (b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.
 - (c) Discussions between council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.

- (d) For the purposes of the discussion council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).
- (iv) Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

35. COUNCIL AGREEMENTS:

- (i) The parties agree to review operations at council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of council and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the **BCCMCBE agreement**, provided that:
 - (a) the extent of the agreement shall be limited to the **BCCMCBE agreement** Clause 8, Payment of Employees; Clause 9, Performance Evaluation and Reward; Clause 12 subclause (ix) Travelling; Clause 15, Hours of Work; Clause 16, Overtime, Clause 17, Holidays; Clause 21, Part time Employment; and Clause 23, Job Share Employment;
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the Industrial Relations Act NSW 1996 and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the **BCCMCBE agreement** proposes to vary provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A Council Agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
 - (d) the council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
 - (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

36. AWARD / AGREEMENT IMPLEMENTATION COMMITTEE:

- (i) **The Award/Agreement Implementation Committee (AAIC)** is established to facilitate a co-operative approach to award/agreement implementation.
- (ii) The committee, as agreed between the various associations and council, shall be comprised of the following representatives:

- Two representatives from each of the Local Government and Shires Associations of New South Wales
 - One representative from the USU
 - One representative from depa
 - One representative from the LGEA.
- (iii) The purpose of **AAIC** is to assist council to implement the provisions of the award/agreement and/or to provide a forum for the discussion of issues that are of industry wide significance.
- (iv) The committee will resolve problems and disputes which have been unable to be resolved at the local council level.
- (v) It is open to employees through their unions and councils through their Association to raise issues with the committee.
- (vi) A dispute may be referred to the Industrial Relations Commission of NSW in accordance with Clause 29 Grievance and Dispute Procedure, of the **BCCMCBE agreement**, regardless of whether the matter is eligible for discussion before **AAIC**.

37. SAVINGS AND TRANSITIONAL:

- (i) Council must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
- (a) if council has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with council's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the **BCCMCBE agreement** entry level rate of pay.
- (ii)
- (a) No employee shall receive a reduction in pay as a result of the implementation of the **BCCMCBE agreement** or transfer to a council salary system.
 - (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and/or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 15 whichever is the higher.
 - (c) The provisions in subclause (ii)(b) shall apply where Council and Enterprise Agreements are terminated.
 - (d) The provisions in subclause (ii)(b) shall apply in addition to the **BCCMCBE agreement** increases prescribed by the below clause 38.
- (iii) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one council to another council in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
- (iv) The implementation of the **BCCMCBE agreement** shall not result in the removal of any existing arrangement for an additional payment made by council for the payment of wages, excepting when such payment relates to FID.

38. LEAVE RESERVED:

- (i) Leave is reserved for the parties to the agreement to apply to vary tool allowances as set out in Clause 12(v)(a) and compensation of tools as set out in Clause 12 (v) (d) of the **BCCMCBE agreement** in line with the Crown Employees Skilled Tradesmen Award.
- (ii) Following any adjustment to the federal *Local Government Industry Award 2010*, leave is reserved for the parties to apply to amend the vehicle allowances as set out in clause 12(ix) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).
- (iii) Following any adjustment to the federal *Local Government Industry Award 2010*, leave is reserved for the parties to apply to amend the meal allowance set out in clause 12(xii) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the **BCCMCBE agreement** to apply to vary the traineeship wage rates in Clause 24E (xvi) in accordance with the pay scales derived from the federal *Local Government Industry Award 2010*.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 24, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of council employees by the Building Professionals Board.

39. AREA, INCIDENCE AND DURATION:

- (i) **The BCCMCBE agreement shall apply to all employees of Blacktown City Council.**
- (ii) The **BCCMCBE agreement** shall rescind and replace the Local Government (State) Award 2010 and all variations thereof.
- (iii) The **BCCMCBE agreement** shall operate from the commencement of the first pay period on or after the date of this agreement and shall remain in force until 30 June 2014.
- (iv) The payment of maternity leave as provided for in Clause 18 Part G, Paid Parental Leave, shall apply to maternity leave or special maternity leave commencing on or after the date of this agreement.
- (v) The increases in rates of pay provided by the **BCCMCBE agreement** shall apply to the rates of pay in council's salary system.
- (vi) The increase in rates of pay provided for in this agreement reflect consideration of work value changes; productivity improvements; local government reform and community movements.
- (vii) The increases granted by the **BCCMCBE agreement** may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date - that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 3%, 3.2%, 2.0%, 3.75% and 4% provided that the following increases shall not be absorbed:
 - (a) placement or progression within the council's salary system;
 - (b) increases in hours of work; and

- (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- (viii) It is the intention of the parties that there shall be a 12 month delay between the 1 July 2013 increase in rates of pay under this Agreement and the increase in rates of pay under the agreement to succeed this Agreement. In agreeing to this agreement, the parties have undertaken not to pursue increases in rates of pay and existing allowances (other than to increase existing allowances in accordance with the terms of this Agreement) until 1 July 2014. This subclause shall not prevent the parties from holding discussions in relation to future adjustments to agreement rates of pay and allowances.
- (ix) In agreeing to increases in rates of pay for the term of the **BCCMCBE agreement**, the parties recognise that councils and employees have and shall continue to engage in enterprise bargaining.
- (x) The ordinary hours of work for Community Services (Professional/Specialist Band 3) of 35 hours per week as provided in Clause 15 Part A shall apply from the first full pay period to commence on or after 16 February 2005. Council shall not be prevented from implementing this arrangement of hours at an earlier date.

SCHEDULE A

MONETARY RATES – TABLE 1

CLAUSE 3- RATES OF PAY

Band/Level	Rate Per Week \$	Rate Per Week \$	Rate Per Week \$
	First Pay Period 01/07/11 (2.0%)	First Pay Period 01/07/12 (3.25%)	First Pay Period 01/07/13 (3.5%)
Operational Band 1			
Level 1 (Juniors and Trainees)			
T1 at 15 years of age	356.00	367.60	379.60
T2 at 16 years of age or School Certificate	437.70	452.00	466.70
T3 at 17 years of age	510.60	527.20	544.40
T4 at 18 years of age or over or HSC	592.40	611.70	631.60
T5	674.60	696.60	719.30
T6	726.30	750.00	774.40
T7	760.70	785.50	811.10
T8	796.30	822.20	848.90
T9	831.70	858.80	886.70
T10	868.20	896.50	925.70
Operational Band 1			
Level 2	707.70	730.70	756.30
Level 3	769.70	794.70	822.50
Level 4	875.80	904.30	936.00
Administrative/Technical/Trades Band 2			
Level 1	845.80	873.30	903.90
Level 2	966.10	997.50	1,032.40
Level 3	1,151.10	1,188.50	1,230.10
Professional/Specialist Band 3			
Level 1	966.10	997.50	1,032.40
Level 2	1,151.10	1,188.50	1,230.10
Level 3	1,336.40	1,379.80	1,428.10
Level 4	1,614.40	1,666.90	1,725.20
Executive Band 4			
Level 1	1,521.40	1,570.80	1,625.80
Level 2	1,971.70	2,035.80	2,107.10
Level 3	2,460.70	2,540.70	2,629.60

Level 4	2,949.40	3,045.30	3,151.90
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Note: T stands for Trainee

CLAUSE 24E (XVI) – TRAINEESHIP WAGE RATES – 1.7.2011 (2.0%)

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver			
School Leaver			
School Leaver	290.60	316.40	375.60
Plus 1 year out of school	316.40	375.60	431.70
Plus 2 years	375.60	431.70	498.40
Plus 3 years	431.70	498.40	566.90
Plus 4 years	498.40	566.90	
Plus 5 years or more	566.90		

% - indicates the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

CLAUSE 24E (XVI) – TRAINEESHIP WAGE RATES – 1.7.2012 (3.25%)

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver			
School Leaver			
School Leaver	300.10	326.70	387.90
Plus 1 year out of school	326.70	387.90	455.80
Plus 2 years	387.90	445.80	514.70
Plus 3 years	445.80	514.70	585.40
Plus 4 years	514.70	585.40	
Plus 5 years or more	585.40		

CLAUSE 24E (XVI) – TRAINEESHIP WAGE RATES – 1.7.2013 (3.5%)

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver			
School Leaver			
School Leaver	310.60	338.10	401.40
Plus 1 year out of school	338.10	401.40	461.40
Plus 2 years	401.40	461.40	532.70
Plus 3 years	461.40	532.70	605.80
Plus 4 years	532.70	605.80	
Plus 5 years or more	605.80		

MONETARY RATES – TABLE 2 ALLOWANCES

	First Pay Period 01/07/11 \$ (2.0%)	First Pay Period 01/07/12 \$ (3.25%)	First Pay Period 01/07/13 \$ (3.5%)
Clause 12(i)(a) Disability Allowance	13.30 p.w	13.70 p.w	14.20 p.w
Clause 12(i)(b) Disability Allowance	35.00 p.w	36.10 p.w	37.40 p.w
Clause 12(ii) Sewer Chokes	8.20 p.d	8.50 p.d	8.80 p.d
Clause 12(v)(a) Tool Allowances:			
• Bricklayer	19.40 p.w	20.00 p.w	20.70 p.w
• Carpenter & Plumber	27.40 p.w	28.30 p.w	29.30 p.w
• Metal & Mechanical Trades	28.40 p.w	29.30 p.w	30.30 p.w
• Painter & Signwriter	6.70 p.w	6.90 p.w	7.10 p.w
• Plasterer	21.20 p.w	21.90 p.w	22.70 p.w
Clause 12(v)(d) Insurance Value	1500.40 p.a	1549.20 p.a	1603.40 p.a
Clause 12(viii) Car Allowances (cents per km)			
(a) Under 2.5 litres	0.77 p. km	0.77 p. km	0.77 p. km
2.5 litres and over	0.88 p. km	0.88 p. km	0.88 p. km
(b) Minimum quarterly payment	2028.00	2028.00	2028.00
Clause 12(ix)(d) Travelling Allowances			
• 3 - 10 km	4.16 p.d	4.30 p.d	4.45 p.d
• 11 - 20 km	6.58 p.d	6.79 p.d	7.03 p.d
• 21 - 33 km	9.53 p.d	9.84 p.d	10.18 p.d
• 34 - 50 km	12.11 p.d	12.50 p.d	12.94 p.d
• Each additional 10kms	3.22 p.d	3.32 p.d	3.44 p.d
Clause 12(ix)(h) Vehicle Allowance (cents per km)			
• Under 2.5 litres	0.77 p. km	0.77 p. km	0.77 p. km
• 2.5 litres and over	0.88 p. km	0.88 p. km	0.88 p. km
Clause 12(x)(a) Community Language Allowance	18.80 p.w	19.40 p.w	20.10 p.w
Clause 12(x)(b) First Aid Allowance	12.70 p.w	13.10 p.w	13.60 p.w
Clause 12(xii) Meal Allowance	10.30 p.w	10.60 p.w	11.00 p.w
Clause 12 (xiii)(a) Civil Liability – Engineering Professionals	Flat 3.5%	Flat 3.5%	Flat 3.5%
Clause 12(xiv) Mechanics Allowance	21.70 p.w	22.40 p.w	23.20 p.w
Clause 16B (iii) On Call Allowance on ordinary working days	24.70 p.d	25.50 p.d	26.40 p.d
Clause 16B (iv) On Call Allowance - on other days	48.70 p.d	50.30 p.d	52.10 p.d
Clause 16B (v) On Call Allowance - maximum per week	148.50 p.w	153.30 p.w	158.70 p.w

Key: p.h. = per hour
 p.a. = per annum
 p.d. = per day
 p.w. = per week
 p.n. = per night.
 p.km. = per kilometre